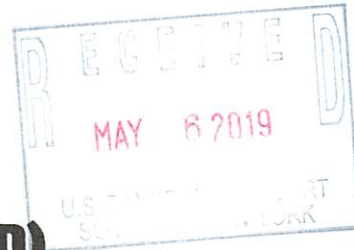


**TO: UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**RE: SEARS HOLDING CORPORATION, ET AL,
DEBTOR I**



**CASE NO. 18-23538 (RDD)
(JOINTLY ADMINISTARTED)**

**OBJECTION
TO DISCLOSURE STATEMENT**

FROM: EXTERIORS BY DESIGN, INC.

**dba: California Commercial Roofing Systems
2747 Sherwin Avenue, Ste. #8
Ventura, CA 93003
805 644-1640**

Sears Holding Management Corporation Unpaid Invoices

INDEX

- 1. Objection Pages 1-4.**
- 2. Executed Contract Exhibit "A", Pages 5-17.**
- 3. Sears communication postponing pay date Exhibit "B". Page 18.**
- 4. Invoice #4438 Dated 12/03/2018 Page 19.**
- 5. Receipt Invoice #4438 Paid 2/13/2019 Page 21.**
- 6. Unpaid Invoice #4460 Dated 12/14/2018 Page 21.**
- 7. Unpaid Invoice #4459 Dated 12/14/2018 Page 22.**



April 29, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: **SEARS HOLDING CORPORATION ET ALL,
DEBTORS**

Case Number 18-23538 (RDD)

Per Item 3, Page 2 of SRF 32331, Exteriors By Design, Inc. dba: California Commercial Roofing Systems hereby does object to the disclosure statement supplied to us through Transform Holdco, LLC, stating that "Our contract payments would not be made until January 25, 2025."

We signed & entered into a binding contract with Sears Holdings Management Corporation dated November 27, 2018, well after the Chapter 11 filing date of 10/15/2018. The contract was in the amount of **FORTY THREE THOUSAND, EIGHTY FIVE DOLLARS AND 00/00 (\$43,085.00)** contract sum for work in Exhibit A attached hereto the Funding #18 00012 and Sears Contract # CW2340878, gave us completed belief that the contract was funded and when complete would be paid **IN FULL IN TERMS**. The terms of payment communicated were 60 days net. The project started as promised with weather limitations and finished on 12/14/18.

2747 SHERWIN AVE.

UNIT #8

VENTURA, CA. 93003

(805) 644-1640

FAX (805) 644-1740

Sears Holdings Management Corporation through their Project Manager, Jorge Belda approved all finished work and processed our invoices for payment through their network for payment. A progress billing was sent on 12/03/2019, Invoice #4438 in the amount of \$19,524.60, and was paid electronically on 2/13/2019. We had no reason to believe the other invoices would not be paid, as previously contracted & promised.

On 12/14/2018, two invoices #4460 & #4459 were electronically transmitted and mailed to the agent for Sears Holdings Management Corporation, 3333 Beverly Rd., A2-370B, Hoffman Estates, IL 60179. Invoice #4460 was in the amount of \$19,251.90 and invoice #4459 for the retention was in the amount of \$4380.50.

After payment terms of 60 days had passed, we inquired of Sears Holdings Management to Pay Help, who indicated that the payment for invoice #4460 would be paid EFT (electronically) on 2/22/2019. Attachment C.

No such payment has been made or received. After much electronic questioning, we were given a document from the corporate office, 3333 Beverly Rd. A2-370B, Hoffman Estates, IL 60179 which showed these invoices would not be paid until **1/25/2025**, a **term of over 6** years from the date of the work and their promise for payment.

We seek that our objection be heard and that these two invoices #4460 for \$19,251.90 & #4459 for \$4380.00 be paid immediately.

Page 3/ Case No. 18-23538 (RDD)

Sears Holdings during reorganization sent published documents promising 60 day payment on all invoices after the October 15 filing date. The District Facilities Managers, Sears Holdings Management Corporation's Project Manager also promised 60 day pay for this work.

All materials used were taken from our inventory and are paid for. All employees, hourly & salaried have been paid including all governmental deductions and the extremely high rate of worker's compensation for California has been paid.

Per Item 1, page 1 of contract, work was started & completed within their term for final & substantial completion.

Exteriors By Design, Inc. dba: California Commercial Roofing Systems seeks the Bankruptcy Court to review this letter of explanation & the requested documents, 2 copies of each sent to the addresses listed below, along with the requested CD ROM.

Weil, Gotshal & Manges, LLP
767 Fifth Ave
New York, NY 10153
Attn: Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh

Office of the U.S. Trustee for Region 2
201 Varick Street, Room 1006
New York, NY 10014
Attn: Paul K. Schwartzberg

Page 4/ Case No. 18-23538 (RDD)

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Ira Dizengoff
Philip Dublin
Sara Brauner

The terms now listed on Attachment "B" of 1/25/2025 are unacceptable and immediate payment be made to Exteriors By Design, Inc. dba: California Commercial Roofing Systems. For reference, our Duns # 27-0742.

Respectfully,

CALIFORNIA COMMERCIAL ROOFING SYSTEMS



Dewayne Weaver
President

DW:wrh

Enclosures

Exhibit "A"

Sears Holdings Management Corporation

**Major Maintenance Agreement
Sears Holdings Management Corporation and Contractor**

Project Information:

SMART Ticket Number: 9295218
Funding Number: 1800012
Description: Roof Repairs
Facility Type: Sears (Sears, Kmart, TGI...)
Store#: 1748 **District:** 231
City, State: Montclair, CA
Consultant: NA
Sears/Kmart Project Manager: Jorge Belda

Contractor:

Business Name: Exteriors by Design, Inc.
dba California Commercial Roofing Systems
Fed. Tax ID: 77-0214693
Address: 2747 Sherwin Ave. #8
City: Ventura **State:** CA **Zip:** 93003
Phone: 805-644-1640
email: dweaver@calcommercialroofing.com

THIS AGREEMENT, dated November 27, 2018, by and between Exteriors by Design, Inc., a California corporation dba California Commercial Roofing Systems (“Contractor”), and Sears Holdings Management Corporation, on behalf of itself and its affiliates, including but not limited to Sears, Roebuck and Co., a New York corporation, Sears Roebuck de Puerto Rico, Inc., a Delaware corporation, or Sears Operations LLC, a Delaware limited liability company as applicable in the case of work performed at a Sears Facility and Kmart Corporation, a Michigan corporation, or Kmart Operations LLC, a Delaware limited liability company, as applicable in the case of work performed at a Kmart Facility (in either case referred to as “Company”) is made for good and sufficient consideration.

1. The date of commencement of the Work is December 3, 2018 ("Date of Commencement"), and the Work shall be satisfactorily and substantially completed by December 31, 2018 ("Date of Substantial Completion"). Final Completion shall be achieved by Contractor no later than 10 days after the Date of Substantial Completion ("Date of Final Completion").
2. Company shall be entitled to liquidated damages in the amount of one thousand five hundred dollars (\$1500.00) per day for each calendar day beyond the Date of Substantial Completion that the work is not Substantially Complete. This liquidated damage amount is a reasonable estimate by the parties of the damages Company will suffer should Contractor delay in completing its work by the Date of Substantial Completion. Such damages include, without limitation, lost revenue, alternative warehousing expenses, or fixturing charges. The parties acknowledge that it would be difficult to calculate Company's actual damages caused by Contractor's delay and agree that the liquidated

Sears Holdings Management Corporation

damage amount will become due and payable regardless of the type and amount of actual damages suffered by Company.

3. Contractor shall perform the Work as described in Exhibit A attached hereto and as more fully set forth in the Technical Specifications and Drawings incorporated herein and identified by title and date in Exhibit A.
4. Company shall pay the sum of FORTY THREE THOUSAND, EIGHT FIVE DOLLARS AND 00/100 (\$43,085.00) ("Contract Sum") for the Work. The Contract Sum includes demolition, materials, labor and all charges for applicable taxes, freight, licenses, permits and other fees.
5. Contractor shall submit its Applications for Payment in accordance with the terms set forth in the Contract Documents. Contractor agrees to accept payment from either Company or Sears Procurement Services, Inc. ("SPS"), a wholly owned subsidiary of Sears, Roebuck and Co. Any invoices sent directly to SPS will be free of any sales or use tax, provided that SPS has furnished Contractor with the applicable sales tax exemption certificate. Applications for Payment shall be submitted to:

Jorge Belda

Jorge.Belda@searshc.com

6. Contractor shall procure and maintain, subject to the terms of the General Conditions, the types and minimum limits of insurance identified in the General Conditions.
7. Contractor agrees to indemnify and defend Company, the Owner of the Facility, landlord and mortgagee (if any), and their respective affiliates as set forth in the General Conditions.
8. This Agreement comprises the entire and integrated agreement between Company and Contractor and supersedes all prior negotiations, bids, representations, or agreements, either written or oral. Any and all bids, proposals, and purchase orders submitted by the Contractor prior to the execution of this Agreement are not part of the Contract Documents.
9. The General Conditions to this Agreement, revised August, 2015, an executed **original** of AIA Document A305: Contractor's Qualification Statement," 1986 edition (if required), all exhibits referenced below in Items 14 and 15, and all other existing Contract Documents as defined in the General conditions are incorporated herein by reference.
10. Contractor hereby acknowledges receipt of all Contract Documents. Terms used in the Contract Documents are as defined in this Agreement or in the General Conditions to this Agreement.

Sears Holdings Management Corporation

11. Unless otherwise prohibited by applicable Laws, Contractor and Subcontractors waive all mechanics' lien rights on the Site (as defined in the General Conditions) and against Company.
12. Notices to Company shall be sent to the Company Project Manager, the Company Consultant, and to:

DVP, Facilities Services & Major Maintenance
Sears Holdings Management Corporation
3333 Beverly Road, A2-361A
Hoffman Estates, IL 60179

13. Notices to Contractor shall be sent to the Contractor's project manager for the Project or other higher authority of Contractor.
14. **Attached hereto and incorporated within this Agreement are:**

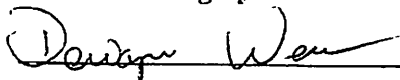
Scope of Work (Exhibit A)
Contractor's Schedule of Values (Exhibit B)
Subcontractor List (Exhibit C)

15. **Incorporated within this Agreement by reference are the following documents, copies of which have been received by Contractor:**

Major Maintenance Bidding Documents 2 of 2

Contractor: Exteriors by Design, Inc.
dba California Commercial
Roofing Systems

By:



Printed Name: Dewayne Weaver

Title: President

Date Signed: 11/28/18

**Sears Holdings Management Corporation
on behalf of itself and its Affiliates:**

DocuSigned by:

By:



8F170B12AB2F428...

Printed Name: Mark P. Conway

Title: Sr. Director, Facilities

Date Signed: 12/4/2018

Sears Holdings Management Corporation

Exhibit A Major Maintenance Scope of Work

Store#: 1748 **District:** 231
City, State: Montclair, CA

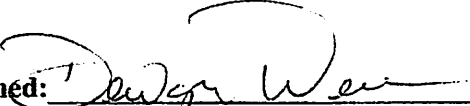
Brief Description of Project: Roof Repairs – Currently there are active roof leaks along the perimeter of the store. This project will clear back ballast along the perimeter, install new membrane to the existing shrinking roof, install perimeter attachment, adhere membrane to the plywood parapet wall, then install/re-install metals, as needed, and move the ballast back into place.

Scope of Work: California Commercial Roofing Systems will provide all material and labor to complete the following work:

- Clear back ballast 5ft. to allow ample room to fasten perimeter and install new membrane to the shrunken away system.
- Install perimeter attachment with 3in. insulation plates and screws that will pass through the deck 1 in.
- Clean old membrane with cleaner activator to receive new welded membrane.
- Depending on location, install a 12in. – 16in. piece to old membrane and adhere to plywood parapet wall.
- Reinstall good termination bars and replace damaged or missing termination bars
- Reinstall existing Kynar overflashing.
- Some locations have damaged stucco termination and the stucco. Install as necessary new metal and install new stucco coat over pulled out areas.
- One area the EFIS has been damaged, Contractor will fill the void and coat over with new plaster.
- Move ballast back into place.

Whenever “Exhibit A” is referred to in the Agreement, it shall include the terms and provisions of all Addenda referenced above.

Contractor’s signature below indicates Contractor’s acknowledgement of receipt of the Technical Specifications and Drawings and Addenda noted above.

Signed:  **Print Name:** Dewayne Weaver
Contractor: EXTERIORS BY DESIGN, INC.
California Commercial Roofing Systems **Date:** 11/28/18

Sears Holdings Management Corporation

Exhibit B Major Maintenance Contractor's Schedule of Values

Store#: 1748 District: 231
City, State: Montclair, CA

Description	Total Dollars	Provider/Installer	% of Work
MOBILIZATION	2,183.00	Cal Commercial Roofing Sys	5%
MATERIAL	18,362.00	"	43%
SALES TAX	1,149.00	"	2.5%
LABOR	21,391.00	"	49.5%
			100.00%

Signed: Dewayne Weaver Print Name: Dewayne Weaver
EXTERIORS BY DESIGN, INC.
Contractor: California Commercial Roofing Systems Date: 11/28/18

Sears Holdings Management Corporation

Exhibit C Major Maintenance Contractor's List of Subcontractors

Store#: 1748 District: 231
City, State: Montclair, CA

Subcontractor: N/A		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	

Signed: Dewayne Weaver Print Name: Dewayne Weaver
Contractor: EXTERIORS BY DESIGN, INC. Date: 11/28/18
California Commercial Roofing Systems

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-Oxnard 500 Esplanade Drive, Suite 900 Oxnard CA 93036	CONTACT NAME: Dee Vitano PHONE (A/C, No, Ext): 805-981-6242 FAX (A/C, No): 805-981-0161 E-MAIL ADDRESS: dvitano@andreini.com														
INSURED Exteriors by Design, Inc. California Commercial Roofing 2747 Sherwin Ave. #8 Ventura CA 93003	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Fire and Casualty Co</td> <td>24066</td> </tr> <tr> <td>INSURER B : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER C : Navigators Specialty Ins. Co.</td> <td>36056</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Fire and Casualty Co	24066	INSURER B : RSUI Indemnity Company	22314	INSURER C : Navigators Specialty Ins. Co.	36056	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Navigators Specialty Ins. Co.	36056														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 933114677**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		LA18CGL253669IC	7/10/2018	6/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57305066	6/7/2018	6/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NHA245364	7/10/2018	6/7/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Roof Repairs at Sears #1748, 5080 E. Montclair Plaza Ln, Montclair, CA 91763

Sears Roebuck & Co., Sears Operations, LLC, Kmart Corporation, Kmart Operations LLC, the Project Consultant (if any), the landlords (if any), the owners of the facilities where the work is being performed and their respective affiliates and designees are Additional Insureds as required by written contract per endorsements CG2037 0413 and CG2038 0413.

CERTIFICATE HOLDER**CANCELLATION**

Sears Roebuck & Co.
 Attn: Facilities Mail Stop A2-370B
 3333 Beverly Rd
 Hoffman Estates IL 60179

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dee Vitano

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

POLICY NUMBER:LA18CGL253669IC

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

required by the contract or agreement to
provide for such additional insured.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$0 of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

IN FAVOR OF:

Re: Sears #1748, 5080 E Montclair Plaza Lane, Montclair, CA 91763

Sears Roebuck & Co., Sears Operations LLC, Kmart Corporation, Kmart
Operations LLC
Facilities, Mail Stop A2-370B
3333 Beverly Road
Hoffman Estates, IL 60179

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/28/2018

Policy No: WC 01-31-476-01

Endorsement No:

Insured: FrankCrum 11, Inc. Labor Contractor, for co-employees of: Exteriors by Design, Inc
dba: California Commercial Roofing Systems

Insurance Company: Zurich-American Insurance Company

Countersigned by

WC 04 03 06

Copyright 1983 National Council on Compensation Insurance




Exhibit "B"

Date: 3/15/2019	A/P Detail Reporting	Timer: 2:15:53 PM	Document Number	Document Date	Location	Payment Due Date	Document Amount	Check Number	Check Date
Status	Pay Duns Number								
DI	240742	4528		2/15/2019	1018	3/15/2019 X	\$ 1,276,000	00	1/17/19000
DI	240742	4535		2/22/2019	1018	3/22/2019 0	\$ 869,000	00	1/17/19000
DI	240742	4502		1/15/2019	1018	3/23/2019 0	\$ 902,000	00	1/17/19000
DI	240742	4424		1/15/2019	1148	1/25/2025 X	\$ 818,000	00	1/17/19000
DI	240742	4509		1/25/2019	1189	3/25/2019 0	\$ 1,385,000	00	1/17/19000
DI	240742	4510		2/1/2019	1189	4/5/2019 0	\$ 1,421,000	00	1/17/19000
DI	240742	4527		2/15/2019	1258	3/15/2019 X	\$ 1,252,000	00	1/17/19000
DI	240742	4513		1/15/2019	1378	3/25/2019 0	\$ 659,000	00	1/17/19000
DI	240742	4437		1/15/2019	1388	1/25/2025 X	\$ 1,898,000	00	1/17/19000
DI	240742	4506		1/30/2019	1398	4/4/2019 0	\$ 1,029,000	00	1/17/19000
DI	240742	4514		2/3/2019	1410	4/5/2019 0	\$ 1,625,000	00	1/17/19000
DI	240742	4531		2/15/2019	1488	3/15/2019 X	\$ 977,000	00	1/17/19000
DI	240742	4503		1/20/2019	2058	3/22/2019 0	\$ 220,000	00	1/17/19000
DI	240742	4483		1/15/2019	2088	1/25/2025 X	\$ 1,606,000	00	1/17/19000
DI	240742	4508		2/2/2019	2088	4/5/2019 0	\$ 998,000	00	1/17/19000
DI	240742	4530		2/15/2019	2088	3/15/2019 X	\$ 2,170,000	00	1/17/19000
DI	240742	4436		1/15/2019	3236	1/25/2025 X	\$ 975,000	00	1/17/19000
DI	240742	4435		1/19/2019	3725	1/25/2025 X	\$ 1,618,000	00	1/17/19000
DI	240742	4473		12/25/2018	6859	1/25/2025 X	\$ 1,254,000	00	1/17/19000
DI	240742	4522		2/17/2019	7756	3/15/2019 X	\$ 1,985,000	00	1/17/19000
PT	240742	4459		12/14/2018	1748	1/25/2025 X	\$ 4,308,500	00	1/17/19000
PT	240742	4460		12/14/2018	1748	1/25/2025 X	\$ 19,251,900	00	1/17/19000

X = TRANSFORM HOLDCO

X = ESTATE

Marilyn J. Motycka

Facility Specialist, 824FM
SEARS HOLDINGS CORPORATION
3333 Beverly Road, Loc. A2-3708
Hoffman Estates, IL 60179
Phone: 847-286-1268
Fax: 847-286-0224
Email: Marilyn.Motycka@sears.com

#1148 VENTURA
#2088 SANTA MARIA
#7756 BISHOP
#1018 BALDWIN HILLS
#1488 SAN JOSE
#1258 BUENA PARK

From: Dewayne Weaver [mailto:dweaver@calcommaccounting.com]

Sent: Friday, March 15, 2019 11:49 AM

To: Motycka, Marilyn <Marilyn.Motycka@sears.com>

Subject: Sears Montclair

43127 TEMPLE CITY



**COMMERCIAL
ROOFING
SYSTEMS**

**EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE NO. 4438

REMIT TO:

1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010

PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENT

SEARS HOLDING DORP.
JORGE BELDA



DATE

1-2-19
DEC 3, 2018
SEARS/KMART

ACCOUNT
NO.

CALIFORNIA

**DUNS 27-0742
SEARS #1748
CLAIRMONT, CA
DIST# 231**

**FUNDING #1800012
CONTRACT #CW2340878**

**COMMERCIAL
ROOFING**

TOTAL DUE \$ 19,524.60

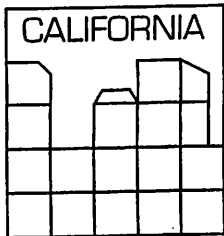
CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.

RECEIPT		DATE <u>9-13-19</u>	No. 199746
RECEIVED FROM <u>Slava</u>		<u>\$19524.60</u>	
<u>Montelati #24438</u>		DOLLARS	
<input type="radio"/> FOR RENT			
<input type="radio"/> FOR			
ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	
		BY _____	3-11



COMMERCIAL
ROOFING
SYSTEMS

EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4460

REMIT TO:

1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010



PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENT

1-~~2~~-19

SEARS HOLDING CORP.
JORGE BELDA

DATE

DEC 14, 2018
SEARS/KMART

ACCOUNT
NO.

DUNS 27-0742
SEARS #1748
MONTCLAIR, CA
DIST #231
FUNDING #1800012
CONTRACT #CW2340878

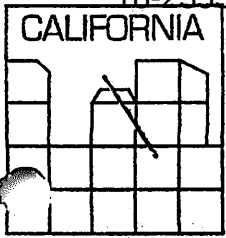
TOTAL DUE \$ 19,251.90

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.



**COMMERCIAL
ROOFING
SYSTEMS**

**EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4459

REMIT TO:

1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010



PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENT

SEARS HOLDING CORP.
JORGE BELDA

DATE

3-1-17
DEC 14, 2018
SEARS/KMART

ACCOUNT
NO.

**FINAL
RETENTION BILLING**

DUNS 27-0742
SEARS #1748
MONTCLAIR, CA
DIST #231
FUNDING #1800012
CONTRACT #CW2340878

TOTAL DUE \$ 4,308.50

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.